

MG01

Particulars of a mortgage or charge



133682/13

**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to register  
particulars of a charge  
company. To do this, please use  
form MG01s

WEDNESDAY



LD5

"L182H59F"

02/05/2012

#45

COMPANIES HOUSE

1

**Company details**

Company number

0 5 2 6 5 4 5 1

Company name in full

Greene King Retailing Limited ("Initial Borrower")

49

For official use

**→ Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

d2 d6 m0 m4 y2 y0 y1 y2

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Supplemental Mortgage over property portfolio ("Supplemental Mortgage")  
dated 26 April 2012 between, inter alios, the Initial Borrower and HSBC  
Trustee (C.I.) Limited (the "Borrower Security Trustee" and "Issuer  
Security Trustee")

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

Please see attached continuation page.

**Continuation page**

Please use a continuation page if  
you need to enter more details

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**  
Please use a continuation page if you need to enter more details

Name HSBC Trustee (C.I ) Limited

Address 1, Grenville Street, St. Helier, Jersey

Postcode J E 4 9 P F

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

**Continuation page**  
Please use a continuation page if you need to enter more details

Short particulars Please see attached continuation page

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *L. H. / d. s. L. P.*

X

This form must be signed by a person with an interest in the registration of the charge

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Brendan Fitzgerald

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country England

DX DX10 London/City

Telephone 020 7456 2000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

#### For companies registered in England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland.

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)</p> <p>The Supplemental Mortgage secures the payment or discharge by the Initial Borrower of all obligations, monies and liabilities (including the unpaid balance of every sum (or principal, interest or otherwise), any liability in respect of any Term Advances, whether present or future, actual or contingent (and whether incurred by an Obligor solely or jointly with one or more Obligor(s) and whether as principal or as surety or in some other capacity) and under or in respect of any guarantees), which from time to time are or may become due, owing or payable by the Obligors to the Borrower Security Trustee (whether for its own account or as trustee for the Borrower Secured Creditors) or any of the other Borrower Secured Creditors under any of the Borrower Transaction Documents (the "Borrower Secured Liabilities").</p>	

**Short particulars of all the property mortgaged or charged**

Continuation page (1)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

1.1 In pursuance of the Borrower Deed of Charge, the Initial Borrower

- (a) as security for the payment or discharge of the Borrower Secured Liabilities charged in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors all of its right, title, interest and benefit, present and future (if any), in, to and under
- (i) the freehold and leasehold property owned by it and described in the Schedule (the "**New Property**") and
  - (ii) all estates or interests in such property and all buildings, trade and other fixtures, fixed plant and machinery from time to time on such New Property

Such charges to the fullest extent possible are and take effect as charges by way of first legal mortgage and to the extent that the same are not the subject of an effective legal mortgage under the foregoing provisions (but not where that is the case pending registration at the Land Registry only) such charges take effect by way of first fixed charge,

- (b) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, charged with full title guarantee to the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors all of its right, title, interest and benefit, present and future (if any) in, to and under all rights and claims to which it is now or may hereafter become entitled in relation to the property referred to in paragraph 1.1(a) above including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, any tenant, sub-lessee or licensee of any lease, tenancy, licence property and any guarantor or surety for the obligations of such person and, to the extent that such party is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto (together the "**New Property Ancillary Property Rights**")

**Note (1):** In this Form, except to the extent that the context requires otherwise

**"Account Banks"** means the Initial Account Bank and the Additional Account Bank

**"Account Bank and Cash Management Agreement"** means the account bank and cash management agreement dated on or about the First Closing Date as amended and restated on or about the Third Closing Date and made between the Obligors, the Initial Account Bank, the Additional Account Bank, the Cash Manager, the Issuer, the Issuer Security Trustee and the Borrower Security Trustee

**"Additional Account Bank"** means Bank of Scotland plc acting through its office at 39 St Andrew Square, Edinburgh EH2 2YR, as account bank to certain of the Obligors or such other entity or entities appointed as Additional Account Bank from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement

**Short particulars of all the property mortgaged or charged**

Continuation page (2)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

**"Additional Borrower"** means an Eligible Borrower who has become an Additional Borrower in accordance with clause 12.2 of the Issuer/Borrower Facility Agreement

**"Borrower Secured Creditors"** means

- (a) the Borrower Security Trustee (for itself and for and on behalf of the other Borrower Secured Creditors),
- (b) the Issuer,
- (c) the Cash Manager,
- (d) the Account Banks,
- (e) Supply Co,
- (f) Management Co,
- (g) the Employee Cos,
- (h) Greene King,
- (i) any Receiver appointed under the Borrower Deed of Charge, and
- (j) any such other creditor who may accede to the Borrower Deed of Charge from time to time in accordance with the terms thereof and is designated as a Borrower Secured Creditor

**"Borrower Transaction Documents"** means each or any of

- (a) the Issuer/Borrower Facility Agreement,
- (b) the Borrower Deed of Charge,
- (c) the Issuer/Borrower Swap Agreement,
- (d) the Account Bank and Cash Management Agreement,
- (e) the Intra Group Supply Agreement,
- (f) the Management Services Agreement,
- (g) the IP Licences,
- (h) the Tax Deed of Covenant,
- (i) the GK Security Deed,
- (j) the Master Definitions and Construction Schedule,
- (k) the Initial Borrower Subordinated Loan Agreement,
- (l) the Sapphire Loan Agreement,
- (m) the Funds Flow Agreement,
- (n) the Second Funds Flow Agreement,
- (o) the Third Funds Flow Agreement,

**Short particulars of all the property mortgaged or charged**

Continuation page (3)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

(p) the Master Amendment Deed,

(q) the Second Master Amendment Deed, and

(r) any other agreement, instrument or deed designated as such by the Obligors and the Borrower Security Trustee

**"Borrower Deed of Charge"** means the Original Borrower Deed of Charge as amended and supplemented by the First Supplemental Borrower Deed of Charge and the Second Supplemental Borrower Deed of Charge and includes, where the context so admits, any further or supplemental charge or security granted pursuant thereto from time to time

**"Cash Manager"** means Greene King Brewing and Retailing Limited, a private limited company incorporated in England and Wales with company number 03298903 whose registered office is at Westgate Brewery, Bury St Edmunds, Suffolk IP33 1QT) as cash manager for the Obligors and the Issuer, or such other entity or entities appointed as cash manager for the Obligors and the Issuer from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement

**"Employee Cos"** means together Greene King Retail Services Limited (company number 03324496), Greene King Services Limited (company number 03324493), The Belhaven Group Limited (company number SC1466920), Belhaven Brewery Company Limited (company number SC022860) and Hardys & Hansons Limited (company number 00052412) (each being an **Employee Co**)

**"First Closing Date"** means 7 March 2005

**"First Supplemental Borrower Deed of Charge"** means the deed of charge dated on or about the Second Closing Date between each of the parties to the Original Borrower Deed of Charge

**"Funds Flow Agreement"** means the agreement relating to the flow of funds on the First Closing Date dated the First Closing Date between, inter alios, the Issuer, Greene King, the Initial Borrower, GKB&R, the Sapphire Companies and certain other members of the GK Group

**"Further Term Advance"** means, save as otherwise provided, any advance made under a Further Term Facility

**"Further Term Facility"** means a further term facility which ranks *pari passu* with and forms part of an existing Term Facility then outstanding which may be requested by the Initial Borrower and any Additional Borrower at any time by written notice to the Issuer (with a copy to the Borrower Security Trustee and the Rating Agencies) ranking *pari passu* with the relevant Term Facility pursuant to clause 2.4 of the Issuer/Borrower Facility Agreement and is made available to such Borrower by the Issuer in accordance with and subject to clause 2.7 of the Issuer/Borrower Facility Agreement

**"GK Security Deed"** means the security deed entered into on the First Closing Date as amended and restated on the Second Closing Date and as further amended and restated on or about the Third Closing Date between, inter alios, Greene King, the Obligors, GKRNo 2, the Issuer, the Issuer Parent and the GK Security Trustee pursuant to which Greene King grants certain security in respect of certain of its obligations under the Tax Deed of Covenant



**Short particulars of all the property mortgaged or charged**

Continuation page (4)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

**"Greene King"** means Greene King plc a public company with limited liability incorporated under the laws of England and Wales with company number 00024511 and whose registered office is at Westgate Brewery, Bury St Edmunds, Suffolk IP33 1QT

**"Initial Account Bank"** means Lloyds TSB Bank Plc acting through its office at 10 Gresham Street, London EC2V 7AE, as account bank to the Issuer and certain of the Obligors or such other entity or entities appointed as Initial Account Bank from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement

**"Initial Borrower Subordinated Loan Agreement"** means a subordinated loan agreement dated the First Closing Date between, inter alios, Greene King and the Initial Borrower as amended on the Second Closing Date and as further amended on or about the Third Closing Date, pursuant to which Greene King has as at the Third Closing Date lent in aggregate £373,047,339 of subordinated debt to the Initial Borrower

**"Initial Term A1 Facility"** has the meaning given to it in clause 2.1(a) of the Issuer/Borrower Facility Agreement

**"Initial Term A2 Facility"** has the meaning given to it in clause 2.1(b) of the Issuer/Borrower Facility Agreement

**"Initial Term Advance"** means any advance made under the Initial Term Facilities

**"Initial Term B1 Facility"** has the meaning given to it in clause 2.1(c) of the Issuer/Borrower Facility Agreement

**"Initial Term Facilities"** means the Initial Term A1 Facility, the Initial Term A2 Facility and the Initial Term B1 Facility and excluding, for the avoidance of doubt, any Second Term Facility, any Third Term Facility, any Further Term Facility or any New Term Facility

**"Intra Group Supply Agreement"** means the supply agreement dated the First Closing Date as amended and restated on the Second Closing Date and as further amended and restated on or about the Third Closing Date and made between, inter alios, GKB&R, the Initial Borrower and the Borrower Security Trustee

**"IP Licence Agreement"** means the intellectual property licence agreement dated the First Closing Date as amended and restated on the Second Closing Date and as further amended and restated on or about the Third Closing Date and made between, inter alios, GKB&R, the Initial Borrower and the Borrower Security Trustee

**"IP Licences"** means the IP Licence Agreement together with any other licences granted to the Initial Borrower on or after the First Closing Date

**"Issuer"** means Greene King Finance plc, a public company with limited liability incorporated under the laws of England with company number 05333192 and whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX, as issuer of the Notes

**"Issuer/Borrower Facility Agreement"** means the secured facility agreement dated the First Closing Date as amended and restated on the Second Closing Date and as further amended and restated on or about the

**Short particulars of all the property mortgaged or charged**

Continuation page (5)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

Third Closing Date and made between, *inter alios*, the Issuer, the Obligors, the Cash Manager and the Borrower Security Trustee

**"Issuer/Borrower Swap Agreement"** means the back-to-back ISDA master agreement and schedule thereto entered into between the Issuer and the Initial Borrower dated the First Closing Date as amended on the Second Closing Date and as further amended and restated on or about the Third Closing Date and includes, where the context permits any confirmations entered into under, and governed by, such master agreement

**"Management Co"** means Greene King Brewing and Retailing Limited, a private limited company incorporated under the laws of England with company number 03298903 and whose registered office is at Westgate Brewery, Bury St Edmunds, Suffolk IP33 1QT

**"Management Services Agreement"** means the management services agreement dated the First Closing Date as amended and restated on the Second Closing Date and as further amended and restated on or about the Third Closing Date and made between, *inter alios*, Management Co, the Employee Cos, the Initial Borrower and the Borrower Security Trustee

**"Master Amendment Deed"** means the master deed of amendment dated on or about the Second Closing Date made between, *inter alios*, the Issuer, the Obligors, the Agents, the Liquidity Facility Provider and the Swap Counterparty pursuant to which, *inter alia*, amendments were effected to certain terms of certain of the Transaction Documents

**"Master Definitions and Construction Schedule"** means the master definitions and construction schedule entered into on the First Closing Date as amended and restated on the Second Closing Date and as further amended and restated on or about the Third Closing Date between, *inter alios*, Greene King, the Issuer and the Obligors

**"New Term Advance"** means any advance made under a New Term Facility

**"New Term Facility"** means a new term facility which may be requested by a Borrower at any time by written notice to the Issuer (with a copy to the Borrower Security Trustee and the Rating Agencies) and which can rank *pari passu* with the existing Term A Facilities or below the Term A Facilities but ahead of the Term AB1 Facility and the Term B Facilities or which can rank *pari passu* with the existing Term AB1 Facility or below the Term AB1 Facility but ahead of the Term B Facilities or *pari passu* with the existing Term B Facilities or below the Term B Facilities pursuant to clause 2.5 of the Issuer/Borrower Facility Agreement and made available to such Borrower by the Issuer in accordance with and subject to clause 2.7 of the Issuer/Borrower Facility Agreement

**"Obligors"** means the Initial Borrower, the Securitisation Group Parent and the Sapphire Companies and, where the context requires, includes any Additional Borrower

**"Original Borrower Deed of Charge"** means the deed of charge dated the First Closing Date and made between, *inter alios*, the Obligors and the Borrower Security Trustee

**Short particulars of all the property mortgaged or charged**

Continuation page (6)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

**"Receiver"** means any receiver, manager, receiver and manager or administrative receiver who (in the case of an administrative receiver) is a qualified person in accordance with the Insolvency Act 1986 and who is appointed by the Issuer Security Trustee under clause 11.10 of the Issuer Deed of Charge in respect of the whole or any part of the property secured by the Issuer under the Issuer Deed of Charge or, as applicable who is appointed by the Borrower Security Trustee under clause 13 of the Borrower Deed of Charge in respect of the whole or part of the property secured under the Borrower Deed of Charge

**"Sapphire Companies"** means together Sapphire Food North East No 1 Limited (company number 04524259), Sapphire Food South West No 2 Limited (company number 04524261), Sapphire Food North West No 3 Limited (company number 04524286), Sapphire Food South East No 4 Limited (company number 04524297) and Sapphire Rural Destination No 5 Limited (company number 04524306) each having its registered office at Westgate Brewery, Bury S1 Edmunds, Suffolk IP33 1QT

**"Sapphire Loan Agreement"** means the loan agreement dated the First Closing Date and entered into between the Initial Borrower (as lender), the Sapphire Companies (as borrowers) and the Borrower Security Trustee

**"Schedule"** means the schedule attached to this continuation sheet

**"Second Closing Date"** means 8 May 2006

**"Second Funds Flow Agreement"** means the agreement relating to the flow of funds on the Second Closing Date dated on or about the Second Closing Date between, inter alios, the Issuer, Greene King, the Initial Borrower, GKB&R and certain other members of the GK Group

**"Second Master Amendment Deed"** means the second master deed of amendment dated on or about the Third Closing Date made between, inter alios, the Issuer, the Obligors, the Agents, the Liquidity Facility Provider and the Swap Counterparty pursuant to which, inter alia, amendments were effected to certain terms of the Transaction Documents

**"Second Term A3 Facility"** has the meaning given to it in clause 2.2(a) of the Issuer/Borrower Facility Agreement

**"Second Term A4 Facility"** has the meaning given to it in clause 2.2(b) of the Issuer/Borrower Facility Agreement

**"Second Term Advance"** means any advance made, or deemed to be made, under the Second Term Facilities

**"Second Term B2 Facility"** has the meaning given to it in clause 2.2(c) of the Issuer/Borrower Facility Agreement

**"Second Term Facilities"** means the Second Term A3 Facility, the Second Term A4 Facility and the Second Term B2 Facility and excluding, for the avoidance of doubt, any Initial Term Facility, any Third Term Facility, any Further Term Facility or any New Term Facility

**Short particulars of all the property mortgaged or charged**

Continuation page (7)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

**"Second Supplemental Borrower Deed of Charge"** means the deed of charge dated on or about the Third Closing Date between The Belhaven Group Limited, Belhaven Brewery Company Limited, Hardys & Hansons Limited, Bank of Scotland plc and each of the parties to the Original Borrower Deed of Charge and the First Supplemental Borrower Deed of Charge

**"Securitisation Group Parent"** means Greene King Retailing Parent Limited, a private limited company incorporated under the laws of England and Wales with company number 05265454 and whose registered office is at Westgate Brewery, Bury St Edmunds, Suffolk IP33 1QT

**"Supply Co"** means Greene King Brewing and Retailing Limited, a private limited company incorporated under the laws of England and Wales with company number 03298903 and whose registered office is at Westgate Brewery, Bury St Edmunds, Suffolk IP33 1QT

**"Tax Deed of Covenant"** means the tax deed of covenant entered into on or about the First Closing Date between, inter alios, the Initial Borrower, Greene King, GKB&R, the Securitisation Group Parent, the Issuer, the Issuer Parent, the Issuer Security Trustee and the Borrower Security Trustee as amended and restated on the Second Closing Date and as further amended and restated on or about the Third Closing Date

**"Term Advance"** means an Initial Term Advance, a Second Term Advance, a Third Term Advance, a Further Term Advance and/or a New Term Advance, as the context may require

**"Third Closing Date"** means 30 June 2008

**"Third Funds Flow Agreement"** means the agreement relating to the flow of funds on the Third Closing Date dated on or about the Third Closing Date between, inter alios, Greene King, the Initial Borrower, GKB&R and certain other members of the GK Group

**"Third Term A5 Facility"** has the meaning given to it in clause 2.3(a) of the Issuer/Borrower Facility Agreement

**"Third Term AB1 Facility"** has the meaning given to it in clause 2.3(b) of the Issuer/Borrower Facility Agreement

**"Third Term Advance"** means any advance made, or deemed to be made, under the Third Term Facilities

**"Third Term Facilities"** means the Third Term A5 Facility and the Third Term AB1 Facility and excluding, for the avoidance of doubt, any Initial Term Facility, any Second Term Facility, any Further Term Facility or any New Term Facility

**Short particulars of all the property mortgaged or charged**

Continuation page (8)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

**Schedule**

**The Freehold Properties**

<b>No</b>	<b>House Name</b>	<b>Town</b>	<b>Property Description</b>	<b>Freehold Title Number</b>
1	Mace Bearer	Bury St Edmunds	The Mace Bearer, Hardwich Shopping Centre, Homes Farm Lane, Bury St Edmunds, Suffolk IP33 2RH	SK124028
2	Spread Eagle	Bury St Edmunds	The Spread Eagle, Out Westgate, Bury St Edmunds, Suffolk IP33 2DE	SK124041
3	Archers	Romford	The Archers, 194-204 Main Road, Romford, Essex RM2 5HA	EGL323630
4	OSP	Hammersmith	Part of 76, 78 and Rifle Public House, 80 Fulham Palace Road, Hammersmith, Greater London W6 9PL	NGL137988
5	Bramford Arms	Woodsetton	Bramford Arms, Park Road, Woodsetton, Dudley, Staffordshire DY1 4JN	WM687391
6	Brunel	Bedminster	The Engineers Arms Public House, St Johns Lane, Bedminster, Somerset, BS3 5AZ	BL36414
7	Fox & Hounds	Croxley Green	Fox & Hounds, 216 New Road, Croxley Green, Rickmansworth, Hertfordshire WD3 3HH	HD309110
8	Old Red Lion	Shephall	Red Lion, Hydean Way, Shephall, Stevenage, Hertfordshire SG2 9XR	HD309136

**Short particulars of all the property mortgaged or charged**

Continuation page (9)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

9	Kingfisher	Newport Pagnell	Land lying on the North side of Elthorne Way, Newport Pagnell, Buckinghamshire MK16 0JR	BM80741
10	Harrington Arms	Sawley	Harrington Arms, 392 Tamworth Road, Long Eaton, Nottingham, NG10 3AU	DY23938
11	Lady Bay	Nottingham	The Lady Bay, 89 Trent Boulevard, West Bridgford, Nottingham, NG2 5BE	NT442652
12	Lord Darcy	Alwoodley	The Lord Darcy, 618 Harrogate Road, Leeds, LS17 8EH	WYK489759
13	Paddock	Derby	Land lying to the West of Mansfield Road, Breadsall, Derby, Derbyshire DE21 4AW	DY142232
14	Railway	Buxton	The Railway Hotel, Bridge Street, Buxton, SK17 6BS	DY339019
15	Sun Inn	Eastwood	Land on the North side of Derby Road, Eastwood, Nottinghamshire NG16 3NT	NT305228
16	Test Match Hotel	West Bridgford	The Test Match Hotel, Gordon Road, West Bridgford, Nottingham, Nottinghamshire NG2 5LP	NT33884
17	Three Frogs	Wokingham	The Three Frogs, London Road, Wokingham, Berkshire RG40 1SW	BK387001
18	Aspen Tree	Romford	Aspen Tree, Gobions Avenue, Romford, Essex RM5 3SP	EGL309612
19	Bridgewater Arms Hotel	Little Gaddesden	The Bridgewater Arms, Little Gaddesden, Berkhamsted, Hertfordshire HP4 1PD	HD276337

**Short particulars of all the property mortgaged or charged**

Continuation page (10)

*Greene King Retailing Limited ("Initial Borrower")(registered number 05265451)*

20	Cock & Bell	Long Melford	The Cock & Bell, Hall Street, Long Melford, Sudbury, Suffolk CO10 9JR	SK117526
21	Kings Arms	Westerham	The Kings Arms Hotel, Market Square, Westerham, Kent TN16 1AN and land at the back of Yew Tree Mews, Market Square, Westerham, Sevenoaks	K783636 and K860006 (land)
22	Swan Hotel	Thaxted	Swan Hotel, Bull Ring, Thaxted, Dunmow, Essex CM6 2PL	EX397230
23	Sutton Arms	Sutton	Non Such Arms, 60-62 High Street, Sutton, Surrey SM1 1EZ	SGL174153
24	Phoenix	Hazel Grove	The George and Dragon, 14 London Road, Hazel Grove, Stockport, Greater Manchester SK7 4AH	GM863339
25	Heron	Havant	The Heron, Leigh Park, Havant, Hampshire PO9 2EN	HP2914
26	Bear Hotel	Havant	The Bear Hotel, East Street, Havant, Hampshire PO9 1AA	HP414728

**The Leasehold Properties**

No.	House Name	Town	Property Description	Freehold Title Number
1	Mace Bearer	Bury St Edmunds	The Mace Bearer, Hardwich Shopping Centre, Homes Farm Lane, Bury St Edmunds, Suffolk IP33 2RH	SK124028

**Short particulars of all the property mortgaged or charged**

Continuation page (11)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

2	Spread Eagle	Bury St Edmunds	The Spread Eagle, Out Westgate, Bury St Edmunds, Suffolk IP33 2DE	SK124041
3	Archers	Romford	The Archers, 194-204 Main Road, Romford, Essex RM2 5HA	EGL323630
4	OSP	Hammersmith	Part of 76, 78 and Rifle Public House, 80 Fulham Palace Road, Hammersmith, Greater London W6 9PL	NGL137988
5	Bramford Arms	Woodsetton	Bramford Arms, Park Road, Woodsetton, Dudley, Staffordshire DY1 4JN	WM687391
6	Brunel	Bedminster	The Engineers Arms Public House, St Johns Lane, Bedminster, Somerset, BS3 5AZ	BL36414
7	Fox & Hounds	Croxley Green	Fox & Hounds, 216 New Road, Croxley Green, Rickmansworth, Hertfordshire WD3 3HH	HD309110
8	Old Red Lion	Shephall	Red Lion, Hydean Way, Shephall, Stevenage, Hertfordshire SG2 9XR	HD309136
9	Kingfisher	Newport Pagnell	Land lying on the North side of Elthorne Way, Newport Pagnell, Buckinghamshire MK16 0JR	BM80741
10	Harrington Arms	Sawley	Harrington Arms, 392 Tamworth Road, Long Eaton, Nottingham, NG10 3AU	DY23938
11	Lady Bay	Nottingham	The Lady Bay, 89 Trent Boulevard, West Bridgford, Nottingham, NG2 5BE	NT442652



**Short particulars of all the property mortgaged or charged**

Continuation page (12)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

12	Lord Darcy	Alwoodley	The Lord Darcy, 618 Harrogate Road, Leeds, LS17 8EH	WYK489759
13	Paddock	Derby	Land lying to the West of Mansfield Road, Breadsall, Derby, Derbyshire DE21 4AW	DY142232
14	Railway	Buxton	The Railway Hotel, Bridge Street, Buxton, SK17 6BS	DY339019
15	Sun Inn	Eastwood	Land on the North side of Derby Road, Eastwood, Nottinghamshire NG16 3NT	NT305228
16	Test Match Hotel	West Bridgford	The Test Match Hotel, Gordon Road, West Bridgford, Nottingham, Nottinghamshire NG2 5LP	NT33884
17	Three Frogs	Wokingham	The Three Frogs, London Road, Wokingham, Berkshire RG40 1SW	BK387001
18	Aspen Tree	Romford	Aspen Tree, Gobions Avenue, Romford, Essex RM5 3SP	EGL309612
19	Bridgewater Arms Hotel	Little Gaddesden	The Bridgewater Arms, Little Gaddesden, Berkhamsted, Hertfordshire HP4 1PD	HD276337
20	Cock & Bell	Long Melford	The Cock & Bell, Hall Street, Long Melford, Sudbury, Suffolk CO10 9JR	SK117526
21	Kings Arms	Westerham	The Kings Arms Hotel, Market Square, Westerham, Kent TN16 1AN and land at the back of Yew Tree Mews, Market Square, Westerham, Sevenoaks	K783636 and K860006 (land)
22	Swan Hotel	Thaxted	Swan Hotel, Bull Ring, Thaxted, Dunmow, Essex	EX397230

**Short particulars of all the property mortgaged or charged**

Continuation page (13)

*Greene King Retailing Limited ("Initial Borrower") (registered number 05265451)*

			CM6 2PL	
23	Sutton Arms	Sutton	Non Such Arms, 60-62 High Street, Sutton, Surrey SM1 1EZ	SGL174153
24	Phoenix	Hazel Grove	The George and Dragon, 14 London Road, Hazel Grove, Stockport, Greater Manchester SK7 4AH	GM863339
25	Heron	Havant	The Heron, Leigh Park, Havant, Hampshire PO9 2EN	HP2914
26	Bear Hotel	Havant	The Bear Hotel, East Street, Havant, Hampshire PO9 1AA	HP414728



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 5265451  
CHARGE NO. 49**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL MORTGAGE  
DATED 26 APRIL 2012 AND CREATED BY GREENE KING  
RETAILING LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY ON ANY ACCOUNT  
WHATSOEVER AND ALL MONIES DUE OR TO BECOME DUE  
FROM THE OBLIGORS TO THE BORROWER SECURITY  
TRUSTEE OR ANY OF THE OTHER BORROWER SECURED  
CREDITORS UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 2 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MAY 2012



**Companies House**  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES